

AMENDED AND RESTATED
TRANSMISSION LINE LEASE

BETWEEN

DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY

BUREAU OF PARKS AND LANDS

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease Agreement is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide by approximately one mile long transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands.— The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises" and is subject to the following terms and conditions:

1. Term:

a. This lease shall be in effect from the date of execution of this instrument for a term of twenty (20) years and, at no less than 5 year intervals, the term of this lease may be extended by mutual agreement for additional years as will grant Lessee a remaining lease term totaling no more than twenty-five (25) years, so long as Lessee is in compliance with the conditions of this lease. Lessee shall not request a lease term extension any more often than once every five years. Notice of any lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. —Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____.\$_____.00. The first payment shall be due on the date of execution of this lease Lease (the “Initial Payment”) and subsequent annual payments shall be made on or before ~~December~~ April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in ~~an amount not to exceed the average~~ accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the “Consumer Price Index” means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ~~(“Facilities”)~~, all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all

necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's Lessee's communication facilities, Lessee shall first obtain Lessor's Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. ~~Lessee shall not sub-lease or contract the communication facilities for any other commercial use.~~ The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except ~~as~~ otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's Lessor's abutting land by using Lessor's Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across

~~Lessor's~~Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.

- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or ~~conduct~~ of ~~Lessor's~~Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises ~~with~~ construction or logging equipment; and that such use will ~~not~~ unreasonably ~~interfere~~ with the rights of Lessee herein conveyed.

6. Lessee Covenants. ~~The~~ Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 ~~to~~ July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.

- f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this lease Lease, or the publication's publication's most current version.
- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's Lessor's costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in

“stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.

k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to ~~Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011~~ and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, ~~Maine Forest Service~~, in such ~~publication’s~~ publication’s most current version at the time of the grant of this ~~lease~~ Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this ~~lease~~ Lease.

Prior to start of construction, ~~lessee~~ Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or ~~Lessee’s~~ Lessee’s designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.

m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This ~~lease~~ Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall

provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.

n. In the event of the following:

- a) Lessee constructs an electric transmission line on the Premises; and
- b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
- c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which

shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as

the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.

11. Lessee's Removal of Structures: Lessee must obtain ~~Lessor's~~Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.

12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be ~~allowed~~allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without ~~Lessor's~~Lessor's prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this ~~lease~~Lease

to any third party ~~without Lessor's prior written consent~~ other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) ~~Lessee's~~ Lessee's abandonment ~~of the leased premises.~~ Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this ~~lease~~ Lease with notice or demand to Lessee and enter and take possession of the leased ~~premises.~~ Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof. Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(~~11~~) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this ~~lease~~ Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this ~~lease~~ Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this

Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.

18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.

19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.

20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.

21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.

22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.

23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

_____**State of Maine**, Department of Agriculture, Conservation and Forestry, Division
of Parks and Lands,

22 State House Station, Augusta, ME 04333-0022, Attn: Director;

_____ and if to Lessee, to;

Central Maine Power Company, Real Estate Services
 83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

| 25. General Provisions:

- | a. Governing Law. This Lease shall be construed and interpreted in accordance with
| the laws of the State of Maine.
- | b. Savings Clause. The invalidity or unenforceability of any provision of this Lease
| shall not affect or impair the validity of any other provision. To the extent any
| provision herein is inconsistent with applicable state statute, the statute is deemed
| to govern.
- | c. Paragraph Headings. The paragraph titles herein are for convenience only and do
| not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands ~~the day and year first above written on the dates set forth below.~~ For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry

Bureau of Parks and Lands

By: _____

Name:

Its:

Dated: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness:

Lessee:

CENTRAL MAINE POWER COMPANY

CENTRAL MAINE POWER COMPANY

By: _____

Name:

Its:

Dated: _____

Print:

Its:

Dated: _____, 2020

-
Witness:



EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a 3/4" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 0°17'-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a 3/4" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain, Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain ~~lot~~ Twp. Public Lot a distance of 301.69 feet, more or less, to a 3/4" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S 0°17'-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a 3/4" iron rebar at the southerly line of said West Forks Plantation ~~lot~~ Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

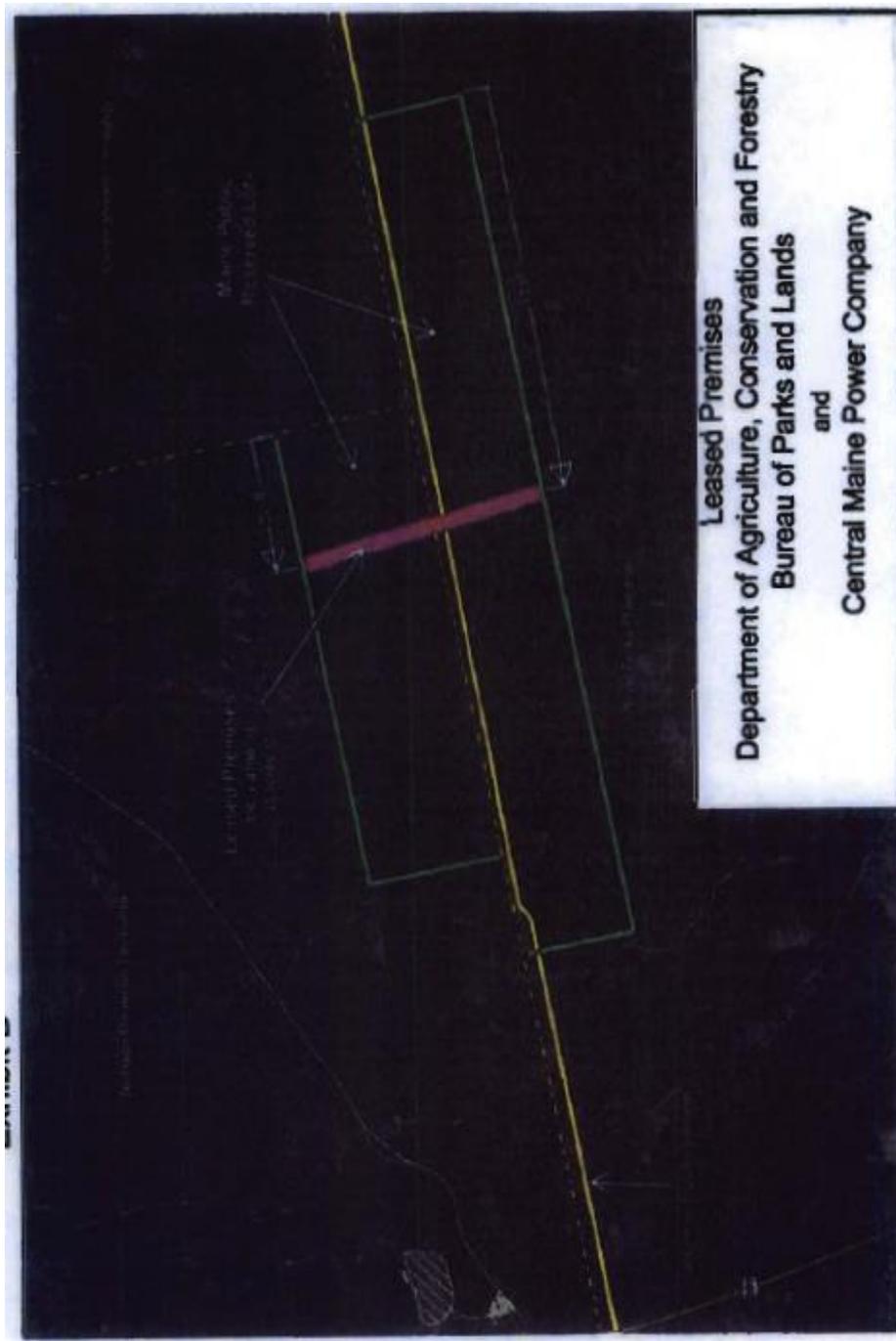
thence S 78°-56'32" W along the southerly line of said West Forks Plantation ~~lot~~ Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease ~~are~~ area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

Seller's Initials _____

EXHIBIT B



Leased Premises
(Survey Plan dated March 23, 2020)

|

ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

Koyanagi, Gayle

From: Langhauser, Derek
Sent: Tuesday, April 21, 2020 7:55 AM
To: Abello, Thomas
Subject: Re: CMP lease with BPL

Ok.

Derek

From: Abello, Thomas <Thomas.Abello@maine.gov>
Sent: Tuesday, April 21, 2020 7:54:50 AM
To: Langhauser, Derek <Derek.Langhauser@maine.gov>
Subject: RE: CMP lease with BPL

Thanks. When we spoke to the Governor about this on Friday, she was supportive of moving forward. She was supportive of the annual rent going from \$4K to \$65K. She wasn't feeling any pressure to get it done asap – wants some of the HQ stuff to move forward first.

Tom

From: Langhauser, Derek <Derek.Langhauser@maine.gov>
Sent: Monday, April 20, 2020 12:37 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: FW: CMP lease with BPL

You are closer to this so your call; let me know.

Derek

Derek P. Langhauser
Chief Legal Counsel
Office of the Governor
1 State House Station
Augusta, ME 04333

From: William Harwood <wharwood@verrill-law.com>
Sent: Monday, April 20, 2020 12:36 PM
To: Langhauser, Derek <Derek.Langhauser@maine.gov>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Anthony Calcagni <acalcagni@verrill-law.com>
Subject: FW: CMP lease with BPL

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Derek,

As discussed, my partner Tony Calcagni has summarized below the proposed changes to the BPL lease. They are reflected in the attached draft sent over to Pierce Atwood this morning with the caveat that it is still under review by the Mills Administration.

You will see that we have characterized this as an “Amended and Restated Lease”.

We would like to propose to CMP an increase in the annual rent from approximately \$4K/yr. to \$65K/yr. as soon as you and/or Tom give the OK to do so.

The exercise of determining FMV of a spaghetti shaped parcel of undeveloped land in rural Maine is plenty challenging. However, we believe (and can show you the math) that, based on a few “comparables”, the proponents of the NECEC project can comfortably state that \$65K/yr. reasonably reflects of the FMV of the parcel.

Tony and I would be happy to discuss with you and Tom the open issues at your convenience.

Stay well.

Bill

William S. Harwood PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

The logo for Verrill, consisting of the word "Verrill" in a bold, black, serif font, centered within a yellow rectangular background.

From: Anthony Calcagni
Sent: Monday, April 20, 2020 10:01 AM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill, here's the summary of the substantive revisions in what I just forwarded to Eben Adams:

- With input from Andy Cutko, we've characterized this as an “Amended and Restated Lease,” and added a provision in Sec. 23 that specifies this Amended and Restated Lease expressly supersedes the 2014 Lease. (As opposed to just signing a new Lease and signing a separate agreement to terminate the 2014 Lease.) Idea is to help show that this 2020 Lease does nothing to “substantially alter” the leased premises now, while still providing a new lease agreement that is being executed after the 2019 CPCN.
- Sec. 2 – Rent
 - We've left the annual rent (“Initial Payment”) amount blank for now.
 - Annual payment date has been changed from Dec. 1 to Apr. 1, on the assumption this will be executed sometime soon (may end up making sense to bump that to May 1).

- Added a requirement that, within 12 months, CMP must commission an appraisal of the annual rent, at CMP's cost. If the appraised value is higher, the Initial Payment goes up; if the appraised value is lower, the Initial Payment remains unchanged.
- Added details on how the CPI escalator will work, and now specifies that if the annual CPI goes down the rent does not (a "ratchet effect").
- Added back the requirement that CMP pay for stumpage value of removed timber.
- Sec. 3 – Use
 - Adds a reference to the 2019 CPCN
 - Clarifies that CMP's right to use land outside the corridor is limited as specified in other Lease provisions.
- Exhibit A: Now uses a specific survey description of the leased Premises.
- We'll want to make sure the three attachments are the latest versions of the specified "Recommended Performance Standards."

Let me know if you need anything else or would like to discuss. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com



From: Abello, Thomas <Thomas.Abello@maine.gov>
Sent: Saturday, April 18, 2020 8:01 AM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks. Yes, please call me at 4060230.

Yes, that message is fine.

Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Saturday, April 18, 2020 7:20 AM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

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Thanks, Tom.

9:30 on Tuesday works for me.

Tony and I can call you or I can send out a call in number.

In the meantime, can we send the draft language to Pierce Atwood with the caveat that it is still under review by the Mills Administration?

Bill

William S. Harwood PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

The Verrill logo consists of the word "Verrill" in a bold, black, serif font, centered within a solid yellow rectangular background.

From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Friday, April 17, 2020 5:39 PM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks. Governor is good with the lease. As far as timing goes, she's not in any rush to finalize. Can we talk on Tuesday at 930?

Best,
Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 4:13 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

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Tom,
As requested, I believe the attached is the most recent version of the BPL Lease.
Bill

William S. Harwood PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com



Verrill

From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Thursday, April 16, 2020 3:54 PM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill – Can you send along the latest version?

Thanks
Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 2:05 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: CMP lease with BPL

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Thanks, Tom.

William S. Harwood PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com



Verrill

From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Thursday, April 16, 2020 1:33 PM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Hey Bill. We are meeting with the Governor today at 4 to discuss. I'll have an update at that point.

Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 9:36 AM

To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: FW: CMP lease with BPL

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Tom, any progress on the BPL lease??

William S. Harwood PARTNER

One Portland Square
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C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

The Verrill logo consists of the word "Verrill" in a bold, black, serif font, centered within a solid yellow rectangular background.

From: Anthony Calcagni
Sent: Wednesday, April 15, 2020 6:10 PM
To: 'Rodrigues, David' <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrilldana.com>
Subject: FW: CMP lease with BPL

David, I hope you're doing well. Know you're busy but am just forwarding this message I received earlier this evening from Pierce Atwood, who still are anxious to hear back from us on the proposed CMP lease. Let me know if you'd like to discuss anything. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

The Verrill logo consists of the word "Verrill" in a bold, black, serif font, centered within a solid yellow rectangular background.

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben



From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Friday, April 10, 2020 9:15 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 8, 2020 8:31 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Eben Adams

Sent: Monday, April 6, 2020 6:25 PM

To: 'Anthony Calcagni' <acalcagni@verrill-law.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 4:05 PM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? **CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.**
- You mention that "the lease is no long needed for the corridor." So will the corridor actually avoid the Pssamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddys, and will any future payments be made, pursuant to the lease agreement? **The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.**
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? **No we think this is a good idea.**
- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? **Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren't going to hold up the process on that issue.**

Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Monday, April 6, 2020 10:54 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben



From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 6, 2020 8:53 AM
To: Eben Adams <eadams@PierceAtwood.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, April 2, 2020 6:03 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Thursday, April 2, 2020 4:43 PM
To: Eben Adams <eadams@PierceAtwood.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 1, 2020 9:46 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

| | | |
|--|--|---|
| Eben Adams PIERCE ATWOOD LLP | Merrill's Wharf 254 Commercial Street Portland, ME 04101 | PH 207.791.1175 FAX 207.791.1350 |
| eadams@pierceatwood.com | BIO > | |
| This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible. | | |

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From: [Anthony Calcagni](#)
To: [Rodrigues, David](#)
Cc: [Cutko, Andy](#); [Abello, Thomas](#); [William Harwood](#)
Subject: RE: IFW Standards Utility ROW
Date: Wednesday, April 22, 2020 2:52:02 PM
Attachments: [image.png](#)
[CMP-BPL Transmission and Distribution Standards \(19742660.1\).pdf](#)
[CMP-BPL Transmission and Distribution Standards \(19742486.1\).docx](#)

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David, following up on our discussion, I've attached a slightly revised version of the proposed CMP lease, which does two things:

- Sec. 1.a: This removes some of the existing language that seems to indicate an expectation of subsequent lease term renewals. As redrafted, this now specifies (i) a term that expires on Mar. 31, 2045 (just under 25 years), and (ii) that if the parties subsequently agree to amend the Lease, then any extended Lease term (including any renewal rights) must total no more than 25 years.
- Sec. 6.g: I added the reference to the fourth Recommended Performance Standards for Deer Wintering Areas.

Please share any comments or questions. Once we're in agreement on these proposed changes I'll get them to Pierce Atwood. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Rodrigues, David <David.Rodrigues@maine.gov>
Sent: Tuesday, April 21, 2020 11:35 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Cc: Cutko, Andy <Andy.Cutko@maine.gov>
Subject: FW: IFW Standards Utility ROW

Hi Tony,

Attached are the IFW attachments. They are all the same as the ones in the original lease except the DWA standards. The DWA standards were not included in the original lease, but IFW is now recommending that they be added. Please add all 4 Standards to the lease.

Please also give me a call on my cell 446-1747, I would like to discuss a couple of things with you.

Thanks,

David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

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**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term ~~of twenty (20) years and, at no less than 5-year intervals, expiring on March 31, 2045. Any amendment that may be entered into by the parties to extend the term of this Lease may be extended by mutual agreement for additional years as will grant Lessee shall result in~~ a remaining Lease term (including any rights to extend) totaling no more than twenty-five (25) years, ~~so long as Lessee is in compliance with the conditions of this Lease. Lessee shall not request a Lease term extension any more often than once every five years. Notice of any Lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.~~

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

From: [Anthony Calcagni](#)
To: "Eben Adams"
Cc: [Abello, Thomas](#); [Cutko, Andy](#); [Rodrigues, David](#); [William Harwood](#)
Subject: RE: CMP lease with BPL
Date: Friday, April 24, 2020 3:50:27 PM
Attachments: [image.png](#)
[CMP-BPL Transmittal \[REDACTED\] \(13743496.2\).docx](#)
[CMP-BPL Transmittal \[REDACTED\] \(13750404.1\).pdf](#)
[CMP-BPL Lease attachment \[REDACTED\] \(002\)\(13743479.1\).pdf](#)
[CMP-BPL Lease attachment \[REDACTED\] \(002\)\(13743476.1\).pdf](#)
[CMP-BPL Lease attachment \[REDACTED\] \(002\)\(13743472.1\).pdf](#)
[CMP-BPL Lease attachment \[REDACTED\] \(002\)\(13743467.1\).pdf](#)

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Eben, thanks for your patience. I'm attaching a revised version of the proposed Amended and Restated Lease, including the Administration's current thinking on the Initial Payment. The redlined copy shows changes made to the last version I sent on Apr. 20. Please note:

- Sec. 1.a: We've tried to make this section more straightforward, with a longer (but still under a 25-year) initial term.
- Sec. 2.a: The \$65,000 proposed Initial Payment still is under review by the Mills Administration, but we wanted to get you what is currently being discussed as an appropriate amount. Please give me a call if you'd like to discuss.
- Sec. 6.g: We've added a fourth Recommended Performance Standard, and I'm including here what I think will be the final Lease attachments.

Again, there still are discussions happening on our end, but we wanted to get you the current thinking.

I hope you have a nice weekend. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 20, 2020 4:41 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

CMP has reviewed the redline and the revisions are fine. I am tracking down the required exhibits. Any sense on when we can expect the rent amount so that we can finalize this for signature?

Thanks.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Eben Adams

Sent: Monday, April 20, 2020 3:49 PM

To: 'Anthony Calcagni' <acalcagni@verrill-law.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I am reviewing with my client.

Will you (or BPL) be tracking down the current performance standards or should I be working on that?

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 20, 2020 10:00 AM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: William Harwood <wharwood@verrill-law.com>; Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, all of these proposed revisions still are under review by the Mills Administration, but I've been authorized to send you this proposed redraft so you can be simultaneously reviewing with your client.

Many of the attached redlined changes are not substantive and are due, I think, to the fact that you started with a scanned copy. We'll want to make sure we are attaching the current versions of the three "Recommended Performance Standards," which is why I left a highlighted reminder for that.

Please let me know if you have any comments or questions, and I'll keep you posted from my end. Tony

Anthony M. Calcagni PARTNER

One Portland Square
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T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Wednesday, April 15, 2020 5:02 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Friday, April 10, 2020 9:15 AM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;

William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time.

We'll be back to you shortly. Tony

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 8, 2020 8:31 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Eben Adams
Sent: Monday, April 6, 2020 6:25 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

| |
|-------------------|
| Eben Adams |
|-------------------|

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 4:05 PM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;

William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.
- You mention that "the lease is no long needed for the corridor." So will the corridor actually avoid the Pssamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddy, and will any future payments be made, pursuant to the lease agreement? The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? No we think this is a good idea.
- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren't going to hold up the process on that issue.

Thanks. Tony

Anthony M. Calcagni PARTNER

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Monday, April 6, 2020 10:54 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 6, 2020 8:53 AM
To: Eben Adams <eadams@PierceAtwood.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 2, 2020 4:43 PM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 1, 2020 9:46 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
PIERCE ATWOOD LLP

Merrill's Wharf
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FAX 207.791.1350

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BIO >

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d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee

desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliants registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliants to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
- f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", ~~and~~ "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects",

and “Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects”, all dated March 26, 2012, ~~which~~ copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication’s most current version at the time of the

grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of

the Jackman Tie Line Lease shall remain in full force and effect. The term “rebuild” as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor’s guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee’s use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.
10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company (“NECEC”) without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee’s obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor’s advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor’s prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof. Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,

22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services

83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a $\frac{3}{4}$ " iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N $^{\circ}17-05'29''$ W across the land of the Lessor a distance of 4702.99 feet, more or less, to a $\frac{3}{4}$ " iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N $78^{\circ}-58'-32''$ E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S $^{\circ}17-05'29''$ E across land of the Lessor a distance of 4702.81 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S $78^{\circ}-56'32''$ W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT B

Leased Premises
(Survey Plan dated March 23, 2020)

ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- [Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects](#)

**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term ~~of twenty (20) years and, at no less than 5 year intervals, expiring on March 31, 2045. Any amendment that may be entered into by the parties to extend the term of this Lease may be extended by mutual agreement for additional years as will grant Lessee shall result in a remaining Lease term (including any rights to extend) totaling no more than twenty-five (25) years, so long as Lessee is in compliance with the conditions of this Lease. Lessee shall not request a Lease term extension any more often than once every five years. Notice of any Lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.~~

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$~~_____~~.\$65,000.00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee

desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:
- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
 - b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
 - c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
 - d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
 - e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
 - f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
 - g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", ~~and~~ "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects",

and “Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects”, all dated March 26, 2012, ~~which~~ copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication’s most current version at the time of the

grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

1. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of

the Jackman Tie Line Lease shall remain in full force and effect. The term “rebuild” as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor’s guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee’s use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.
10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company (“NECEC”) without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee’s obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor’s advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor’s prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof. Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,

22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services

83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a $\frac{3}{4}$ " iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N $^{\circ}17-05'29''$ W across the land of the Lessor a distance of 4702.99 feet, more or less, to a $\frac{3}{4}$ " iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N $78^{\circ}-58'-32''$ E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S $^{\circ}17-05'29''$ E across land of the Lessor a distance of 4702.81 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S $78^{\circ}-56'32''$ W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT B

Leased Premises
(Survey Plan dated March 23, 2020)

ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- [Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects](#)

From: [Anthony Calcagni](#)
To: [Abello, Thomas](#); [Cutko, Andy](#); [Rodrigues, David](#)
Cc: [William Harwood](#)
Subject: FW: CMP lease with BPL
Date: Monday, April 27, 2020 9:49:55 AM
Attachments: [image.png](#)
[20200427 CMP Lease B.pdf](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen, our Lease revisions and proposed Initial Payment of \$65,000 have been accepted by CMP, see below. They obviously are anxious to put this in the rear-view mirror.

I'll be happy to work to try to keep Pierce Atwood at bay if we're not yet ready to move toward the signature table, please just keep me posted. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Monday, April 27, 2020 9:24 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Thanks for this. CMP has reviewed the revisions and they are acceptable. Attached is the plan that is Exhibit B.

CMP is prepared to execute the revised lease. Please let me know if this is final from BPL's perspective and how we should handle execution. We would like to wrap this up as soon as is practical.

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Friday, April 24, 2020 3:48 PM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;
Rodrigues, David <David.Rodrigues@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your patience. I'm attaching a revised version of the proposed Amended and Restated Lease, including the Administration's current thinking on the Initial Payment. The redlined copy shows changes made to the last version I sent on Apr. 20. Please note:

- Sec. 1.a: We've tried to make this section more straightforward, with a longer (but still under a 25-year) initial term.
- Sec. 2.a: The \$65,000 proposed Initial Payment still is under review by the Mills Administration, but we wanted to get you what is currently being discussed as an appropriate amount. Please give me a call if you'd like to discuss.
- Sec. 6.g: We've added a fourth Recommended Performance Standard, and I'm including here what I think will be the final Lease attachments.

Again, there still are discussions happening on our end, but we wanted to get you the current thinking.

I hope you have a nice weekend. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 20, 2020 4:41 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

CMP has reviewed the redline and the revisions are fine. I am tracking down the required exhibits. Any sense on when we can expect the rent amount so that we can finalize this for signature?

Thanks.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Eben Adams
Sent: Monday, April 20, 2020 3:49 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

Thanks Tony. I am reviewing with my client.

Will you (or BPL) be tracking down the current performance standards or should I be working on that?

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 20, 2020 10:00 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: William Harwood <wharwood@verrill-law.com>; Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, all of these proposed revisions still are under review by the Mills Administration, but I've been authorized to send you this proposed redraft so you can be simultaneously reviewing with your client.

Many of the attached redlined changes are not substantive and are due, I think, to the fact that you started with a scanned copy. We'll want to make sure we are attaching the current versions of the three "Recommended Performance Standards," which is why I left a highlighted reminder for that.

Please let me know if you have any comments or questions, and I'll keep you posted from my end. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Friday, April 10, 2020 9:15 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of

our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Wednesday, April 8, 2020 8:31 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Eben Adams

Sent: Monday, April 6, 2020 6:25 PM

To: 'Anthony Calcagni' <acalcagni@verrill-law.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;

William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 4:05 PM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? **CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.**
- You mention that **"the lease is no long needed for the corridor."** So will the corridor actually avoid the Passamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddy, and will any future payments be made, pursuant to the lease agreement? **The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.**
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? **No we think this is a good idea.**
- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? **Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren't going to hold up the process on that issue.**

Thanks. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams

[PIERCE ATWOOD LLP](mailto:eadams@PierceAtwood.com)

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 2, 2020 4:43 PM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 1, 2020 9:46 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
PIERCE ATWOOD LLP

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO >

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Koyanagi, Gayle

From: Parker, Lauren
Sent: Friday, May 15, 2020 2:40 PM
To: Abello, Thomas
Cc: Cutko, Andy; Rodrigues, David
Subject: FW: NECEC CMP/BPL Lease
Attachments: CMP-BPL Transmission Line Lease AAG edits11973030v4 5-15-2020.docx

Tom – Attached is the version of the lease I sent back to CMP this afternoon. On section 3, I need the GO's/Bureau's input. What amount of permission do you want to give CMP, through this lease, to sub-lease communications facilities. As drafted, CMP needs the Bureau's prior written approval, "which shall not be unreasonably withheld." Is the Bureau comfortable with that? Does it want to be able to say no for any reason?

I will forward to you whatever I receive back from CMP.

Please let me know if you have any questions.

-Lauren

From: Parker, Lauren
Sent: Friday, May 15, 2020 2:34 PM
To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

Scott, Eben, and Jared – Good afternoon. Thank you for your feedback last round. Attached is the latest version of the lease. I have accepted the redlined changes that I proposed last round which CMP agreed to (e.g., non-substantive clean up, or instances where I specifically identified the language I wanted removed and CMP agreed to it). Where the conversation was more conceptual, the language I propose to address concerns I raised last round appears in redline for your review. Regarding the discussion in section 3, I need to hear back from my client so that remains outstanding.

In 5.b. and 5.k., I am looking to you for information or suggested changes.

I am happy to discuss any of the outstanding issues or any other questions about this version of the lease. If it is easier to talk, the best number to reach me at is my cell, 860-916-6971.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Thursday, May 14, 2020 8:18 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers (<jdesrosiers@PierceAtwood.com>) <jdesrosiers@PierceAtwood.com>
Subject: NECEC CMP/BPL Lease

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lauren,
Greetings, I am in house counsel for CMP and the NECEC Project. We very much appreciate your review of the new lease agreement and the Bureau's cooperation to close this important aspect of our Project. To avoid any delay on our end whatsoever, please get back to me directly if you have any further comments, concerns, or questions. I am authorized to close any remaining issues or language regarding the lease. My email below and above and my cell phone 207-458-1220 for contact. Stay safe and best regards
Scott



R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
Avangrid, Inc.
100 North Hill Road Orange CT 06477
Cell +1 207-458-1220
scott.mahoney@avangrid.com



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**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease (“Lease”) is made by and between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, (the “Lessor”), acting pursuant to 12 M.R.S. § 1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (the “Lessee”). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Public Reserved Lands in Somerset County, Maine described in Exhibit “A” and shown on Exhibit “B” attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is referred to as the “Property” or “Premises,” and is subject to the following terms and conditions:

Commented [PL1]: Confirm lessee is CMP and not, for example, NECEC Transmission, LLC.

Commented [EA2R1]: CMP is the correct Lessee.

Commented [PL3]: Why not just pick one instead of using two words for the same thing and then using both in the same paragraph. See, for example, numbered paragraph 3.

Commented [PL4R3]: I have chosen to disregard this comment of mine.

Commented [PL5]: Why not delete this sentence?

The Bureau is entering this lease pursuant to 12 M.R.S. § 1852(4) which authorizes the Bureau to lease public reserved lands for utilities for “a term not exceeding 25 years.” Doesn’t this provision as drafted potentially result in a lease term that could exceed 25 years or could be indefinite? Compare 12 M.R.S. § 1852(4) with, for example, 12 M.R.S. § 1852(5)(A), which expressly authorizes renewals of those types of leases.

Commented [EA6R5]: CMP does not object to deleting the sentence, but we think including a reference to the 25 year cap would be beneficial to both parties if an extension is later contemplated.

Commented [PL7R5]: OK with suggested language change?

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1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term of ~~twenty-five (25) years, which term expires on March 31, 2045. Any amendment that may be entered into by the parties to extend the term of this Lease shall result in a remaining Lease term (including any rights to extend) totaling no more than twenty-five (25) years.~~

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of ~~\$65,000.00~~. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated market price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and ~~facilities~~Facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's ~~facilities~~Facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232) (the "CPCN"). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility ~~and~~Lessee may also provide communication facilities and services consistent with the Broadband Benefit set forth in the May 3, 2019 Stipulation approved as part of the CPCN. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may

Commented [PL8]: Who is negotiating the price of the timber? Lessor or Lessee?

Commented [EA9R8]: Lessee understood this to be market price and we have no objection to changing it to reflect that.

Commented [PL10]: As distinguished from "used," what does "useful for" include?

Commented [EA11R10]: Some equipment is useful for the transmission of electricity, but, strictly speaking, is not directly used for that purpose. Examples would be static wire, grounds, and counterpoise.

Commented [PL12R10]: Language OK as is. That is helpful explanation, thank you.

Commented [EA13]: Added to clarify that the broadband Lessee will provide to western communities is permitted and does not require additional rent or consent.

Commented [PL14R13]: Flagged for client review.

Commented [PL15]: Delete to resolve conflict with the later sentence in this paragraph that prohibits sub-leasing or contracting the communication facilities? If they want to provide capacity to others, they can come back to the Bureau, explain the situation, and amend the lease, and the Bureau can increase the rent to get a share of that additional use of the Premises.

Commented [EA16R15]: We believe the language is reasonable and consistent. The State would get additional consideration at appraised value. I think prohibition sentence means that the Lessee cannot sublease or contract communication facilities except with Lessor's consent provided in the prior sentences.

Commented [PL17R15]: Flagged for client review.

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adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall engage the agreed upon Appraiser within ninety (90) days of said agreement. Lessee shall ensure that Lessor is provided with a copy of the appraisal within ten (10) days of receiving completed appraisal. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5. Access:

a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state, and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance, and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock, or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair to the Lessor's satisfaction any damage to the road caused by Lessee at Lessee's sole cost and expense. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire Lessor's prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises ~~which approval shall not be unreasonably withheld, delayed, or conditioned.~~

b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: -said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging

Commented [PL18]: By when does Lessee have to complete appraisal?

Commented [EA19R18]: Lessee has no objection to a reasonable time restriction.

Commented [PL20R18]: Please review proposed changes.

Commented [PL21]: (See above comment.) It is not clear to me how this relates to the earlier provision in this paragraph authorizing the Lessor to provide communication capacity to others.

Commented [EA22R21]: We believe it is a limitation on Lessee – it may only do so with Lessor consent as provided above.

Commented [PL23R21]: OK.

Commented [PL24]: This is a lessee-friendly provision that is more typical in residential leases. Going forward, there is no need to offer up this warranty. And if kept in, consider specifically mentioning other uses of public reserved land (e.g., Lessee acknowledges that the public has the right (...))

Commented [EA25R24]: We believe this is a typical and reasonable provision in all we (...)

Commented [PL26R24]: OK to leave in.

Commented [PL27]: Who pays? Lessee? Work that out if and when the situation (...)

Commented [EA28R27]: Lessee is willing to take on the cost of repairs or upgrades.

Commented [PL29R27]: Just to be clear, CMP will agree to accepting redlines in pri (...)

Commented [PL30]: Does the Bureau want to exercise more control over this? If so, e (...)

Commented [EA31R30]: Lessee would prefer that this language be unchanged, but (...)

Commented [PL32]: Why is this here? First, is the Bureau often using its property in a (...)

Commented [EA33R32]: Lessee thinks this language is appropriate and important. For (...)

Commented [PL34R32]: Let's discuss. Are there other state laws you have in mind? Th (...)

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equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:
- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
 - b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
 - c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations, and reasons for use.
 - d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
 - e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules, and regulations imposed upon Lessee as the owner and operator of the Facilities.
 - f. Lessee shall not make any strip or waste of the Premises or of any other lands of Lessor. Vegetation clearing within the Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
 - g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", "Recommended Performance Standards

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for Riparian Buffers in Overhead Utility ROW Projects”, and “Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects”, all dated March 26, 2012, copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, ~~except in accordance with applicable federal, state and local regulations, and Lessee hereby~~ agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or ~~its representative~~ the manager of the Bureau’s Western Public Lands Office and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and ~~to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner~~ so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge on the Premises, including into any body of water, wetland, or groundwater, any untreated or partially treated sewage, wash water, black water, gray water, or slop water ~~or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped, or buried upon the Premises or other property of Lessor. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state, and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages, and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.~~
- j. ~~No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises.~~ Forest woody waste (e.g., wood chips and stumps) may be disposed of on the ~~premises~~ Premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. ~~All non-forest waste shall be disposed of legally and not on property of Lessor.~~
- k. Lessee shall not build permanent roads on the Premises without obtaining ~~prior specific~~ written permission approval from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of

Commented [PL35]: Is this lease giving CMP permission to kindle fires on Bureau land that is other than the leased premises? Consider ending sentence at “any other land of the Lessor.” And keeping the reporting requirement should they observe any fires.

Commented [EA36R35]: Lessee has no objection to the proposed change.

Commented [PL37R35]: Please review changes to paragraph.

Commented [PL38]: Who is the Lessor’s representative?

Commented [PL39R38]: David; Manager, Western Region

Commented [PL40]: Lessee can install septic system without Lessor’s approval as long as Lessee complies with federal, state, and local law. That OK with the Bureau?

Commented [EA41R40]: Lessee does not need the right to install a septic system.

Commented [PL42R40]: Please review changes. Bureau is concerned with content

Commented [PL43]: Is this other than Premises?

Commented [EA44R43]: Lessee is fine with a prohibition on disposal of waste on the

Commented [PL45R43]: Please review changes. Moved part of 6.j into 6.i, so that

Commented [PL46]: How does this work with the first sentence of the preceding

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Commented [PL47]: What is the difference between “prior written permission” and

Commented [EA48R47]: Lessee has no objection to either phrase.

Commented [PL49]: Do you and CMP each have a sense for what constitutes a minimal

Commented [EA50R49]: If Lessor wants to propose a cap, Lessee will consider it.

Commented [PL51R49]: Do you have a ballpark number of how many temporary

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Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter, or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

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Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor ~~of~~ all risks, hazards, and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware ~~of~~ with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards, and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims, and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation, or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee ~~and the Lessor~~ from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

Commented [PL52]: Does this require CMP to add the Bureau as a named or additional insured? Although the lease states that "nothing in this provision, however, is intended to waive the immunity of Lessor," by obtaining liability insurance to cover damages for which the State is otherwise not liable, a Court may conclude that you have waived immunity. Delete "and the Lessor"?

Commented [EA53R52]: Lessee is fine with either approach.

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8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants, or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions, or other property of the Lessor ~~on the Premises~~, its agents, employees, or guests on the Premises.
9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall have no ownership or other interest in any of the Facilities on the Property.
10. Lease Assignment, Sublease, and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method and timing of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles, and abandoned equipment and structures, located on the Premises ~~by Lessee or its Agents~~. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty

Commented [PL54]: I did not think the Bureau pays taxes on its real property. Delete this sentence?

Commented [EA55R54]: Lessee is fine with either approach.

Commented [PL56R54]: Sentence deleted.

Commented [PL57]: Why is this in "tax proration" and not in paragraph 11? I would delete from here, and also get rid of "at any time" because that seems inconsistent with the substance of 11.

Commented [EA58R57]: Lessee is fine with these changes.

Commented [PL59R57]: Proposed language deleted.

Commented [PL60]: And timing of removal? If the Bureau does not have a say in when CMP removes facilities might the removal of facilities interfere with a planned timber harvest or recreational uses of the property?

Commented [EA61R60]: Lessee would be ok with coordinating our removal with reasonable schedule requests of Lessor.

Commented [PL62]: Lessee will not have to remove unregistered vehicles

Commented [EA63R62]: Lessee agrees to be obligated to remove all vehicles.

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days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed thirty (30) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease ~~if in the event that~~ any Lease term is found not to comply with Maine state law regarding public reserved lands. Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall

Commented [PL64]: Why ninety days? (That seems excessive.) Read this with paragraph 15. Paragraph 15 says certain liens must be discharged immediately, but, pursuant to 13(a) the lien against the Premises does not constitute a default if Lessee assures the Lessor they will have it released within 90 days. So, 13(a) seems to undercut the importance of getting a lien removed immediately. If the Lessee needs longer than getting it removed immediately, the Bureau can address that at the time. Just because something constitutes a default does not mean the Bureau has to exercise its remedies to, for example, terminate the lease.

David - For context, the Blue Heron lease (never executed) had thirty days, not ninety days.

Commented [EA65R64]: Lessee would agree to a 30 day period.

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indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest, and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause, or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June

22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other communications required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision of this Lease is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

Commented [PL66]: Is this emphasized for a reason?

Commented [EA67R66]: Lessee is not aware of a reason.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, an electronic ~~facsimile~~ signature shall be deemed an original.

Commented [PL68]: Electronic? Digital?

Commented [EA69R68]: Lessee has no objection to electronic or digital versions.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

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EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a ¾" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 17-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a ¾" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a ¾" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S 17-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a ¾" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

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EXHIBIT B
Leased Premises
(Survey Plan dated March 23, 2020)

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ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects

Koyanagi, Gayle

From: Parker, Lauren
Sent: Monday, May 18, 2020 1:43 PM
To: Abello, Thomas; Cutko, Andy; Rodrigues, David
Subject: FW: NECEC CMP/BPL Lease
Attachments: RE: lease question; CMP-BPL Transmission Line Lease AAG edits11973030v4 rsm Avangrid edits 5-18-2020.docx

FYI. Will be in touch once I have looked through this.

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Monday, May 18, 2020 8:32 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Subject: RE: NECEC CMP/BPL Lease

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lauren,

Good morning, hope all is well.

Please find attached the lease in review format, hopefully I have answered and resolved all of the issues on our side for you. I also attached an email with map reference for the one (1) temporary road reference in the lease. The map can be an exhibit to the lease if you want, or just reference to the temporary road allowed in the DEP permit.

Best regards and don't hesitate to email or call 207-458-1220 with any questions/comments.

Scott

R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
AVANGRID

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Friday, May 15, 2020 2:34 PM
To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: EXTERNAL: RE: NECEC CMP/BPL Lease

Scott, Eben, and Jared – Good afternoon. Thank you for your feedback last round. Attached is the latest version of the lease. I have accepted the redlined changes that I proposed last round which CMP agreed to (e.g., non-substantive clean up, or instances where I specifically identified the language I wanted removed and CMP agreed to it). Where the conversation was more conceptual, the language I propose to address concerns I raised last round appears in redline for your review. Regarding the discussion in section 3, I need to hear back from my client so that remains outstanding.

In 5.b. and 5.k., I am looking to you for information or suggested changes.

I am happy to discuss any of the outstanding issues or any other questions about this version of the lease. If it is easier to talk, the best number to reach me at is my cell, 860-916-6971.

Regards,

Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Thursday, May 14, 2020 8:18 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers
(jdesrosiers@PierceAtwood.com) <jdesrosiers@PierceAtwood.com>
Subject: NECEC CMP/BPL Lease

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lauren,
Greetings, I am in house counsel for CMP and the NECEC Project. We very much appreciate your review of the new lease agreement and the Bureau’s cooperation to close this important aspect of our Project. To avoid any delay on our end whatsoever, please get back to me directly if you have any further comments, concerns, or questions. I am authorized to close any remaining issues or language regarding the lease.
My email below and above and my cell phone 207-458-1220 for contact.
Stay safe and best regards
Scott



R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
Avangrid, Inc.
100 North Hill Road Orange CT 06477
Cell +1 207-458-1220
scott.mahoney@avangrid.com



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**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease (“Lease”) is made by and between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, (the “Lessor”), acting pursuant to 12 M.R.S. § 1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (the “Lessee”). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Public Reserved Lands in Somerset County, Maine described in Exhibit “A” and shown on Exhibit “B” attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is referred to as the “Property” or “Premises,” and is subject to the following terms and conditions:

1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term of ~~twenty-five (25) years, which term expires on March 31, 2045. Any amendment that may be entered into by the parties to extend the term of this Lease shall result in a remaining Lease term (including any rights to extend) totaling no more than twenty-five (25) years.~~

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

Commented [PL1]: Confirm lessee is CMP and not, for example, NECEC Transmission, LLC.

Commented [EA2R1]: CMP is the correct Lessee.

Commented [PL3]: Why not just pick one instead of using two words for the same thing and then using both in the same paragraph. See, for example, numbered paragraph 3.

Commented [PL4R3]: I have chosen to disregard this comment of mine.

Commented [PL5]: Why not delete this sentence?

The Bureau is entering this lease pursuant to 12 M.R.S. § 1852(4) which authorizes the Bureau to lease public reserved lands for utilities for “a term not exceeding 25 years.” Doesn’t this provision as drafted potentially result in a lease term that could exceed 25 years or could be indefinite? Compare 12 M.R.S. § 1852(4) with, for example, 12 M.R.S. § 1852(5)(A), which expressly authorizes renewals of those types of leases.

Commented [EA6R5]: CMP does not object to deleting the sentence, but we think including a reference to the 25 year cap would be beneficial to both parties if an extension is later contemplated.

Commented [PL7R5]: OK with suggested language change?

Commented [MRS8R5]: Yes, agreed.

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2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of ~~\$65,000.00~~. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated market price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and ~~facilities~~Facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's ~~facilities~~Facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232) (the "CPCN"). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility ~~and~~Lessee may also provide communication facilities and services consistent with the Broadband Benefit set forth in the May 3, 2019 Stipulation approved as part of the CPCN. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may

Commented [PL9]: Who is negotiating the price of the timber? Lessor or Lessee?

Commented [EA10R9]: Lessee understood this to be market price and we have no objection to changing it to reflect that.

Commented [PL11]: As distinguished from "used," what does "useful for" include?

Commented [EA12R11]: Some equipment is useful for the transmission of electricity, but, strictly speaking, is not directly used for that purpose. Examples would be static wire, grounds, and counterpoise.

Commented [PL13R11]: Language OK as is. That is helpful explanation, thank you.

Commented [EA14]: Added to clarify that the broadband Lessee will provide to western communities is permitted and does not require additional rent or consent.

Commented [PL15R14]: Flagged for client review.

Commented [PL16]: Delete to resolve conflict with the later sentence in this paragraph that prohibits sub-leasing or contracting the communication facilities? If they want to provide capacity to others, they can come back to the Bureau, explain the situation, and amend the lease, and the Bureau can increase the rent to get a share of that additional use of the Premises.

Commented [EA17R16]: We believe the language is reasonable and consistent. The State would get additional consideration at appraised value. I think prohibition sentence means that the Lessee cannot sublease or contract communication facilities except with Lessor's consent provided in the prior sentences.

Commented [PL18R16]: Flagged for client review.

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adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall engage the agreed upon Appraiser within ninety (90) days of said agreement. Lessee shall ensure that Lessor is provided with a copy of the appraisal within ten (10) days of receiving completed appraisal. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5. Access:

a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state, and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance, and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock, or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair to the Lessor's satisfaction any damage to the road caused by Lessee at Lessee's sole cost and expense. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire Lessor's prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises ~~which approval shall not be unreasonably withheld, delayed, or conditioned.~~

b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: -said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging

Commented [PL19]: By when does Lessee have to complete appraisal?

Commented [EA20R19]: Lessee has no objection to a reasonable time restriction.

Commented [PL21R19]: Please review proposed changes.

Commented [MRS22R19]: agreed

Commented [PL23]: (See above comment.) It is not clear to me how this relates to the earlier provision in this paragraph authorizing the Lessor to provide communication capacity to others.

Commented [EA24R23]: We believe it is a limitation on Lessee – it may only do so with Lessor consent as provided above.

Commented [PL25R23]: OK.

Commented [PL26]: This is a lessee-friendly provision that is more typical in residential leases. Going forward, there is no need to offer up this warranty. And if kept in, consider specifically mentioning other uses of public reserved land (e.g., Lessee acknowledges that the public has the right to use public reserved land for recreational uses, including, without limitation, hunting.)

Commented [EA27R26]: We believe this is a typical and reasonable provision in all well-drafted leases (residential or otherwise).

Commented [PL28R26]: OK to leave in.

Commented [PL29]: Who pays? Lessee? Work that out if and when the situation ...

Commented [EA30R29]: Lessee is willing ...

Commented [PL31R29]: Just to be clear, ...

Commented [MRS32R29]: agreed

Commented [PL33]: Does the Bureau wa ...

Commented [EA34R33]: Lessee would ...

Commented [PL35]: Why is this here? Fir ...

Commented [EA36R35]: Lessee thinks th ...

Commented [PL37R35]: Let's discuss. A ...

Commented [MRS38R35]: We will agree ...

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equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:
- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
 - b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
 - c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations, and reasons for use.
 - d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
 - e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules, and regulations imposed upon Lessee as the owner and operator of the Facilities.
 - f. Lessee shall not make any strip or waste of the Premises or of any other lands of Lessor. Vegetation clearing within the Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
 - g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", "Recommended Performance Standards

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for Riparian Buffers in Overhead Utility ROW Projects”, and “Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects”, all dated March 26, 2012, copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, ~~except in accordance with applicable federal, state and local regulations, and Lessee hereby~~ agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or ~~its representative~~ the manager of the Bureau’s Western Public Lands Office and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and ~~to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner~~ so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge on the Premises, including into any body of water, wetland, or groundwater, any untreated or partially treated sewage, wash water, black water, gray water, or slop water ~~or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped, or buried upon the Premises or other property of Lessor.~~ In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state, and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages, and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.
- j. ~~No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises.~~ Forest woody waste (e.g., wood chips and stumps) may be disposed of on the ~~premises~~ Premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. ~~All non-forest waste shall be disposed of legally and not on property of Lessor.~~
- k. Lessee shall not build permanent roads on the Premises without obtaining ~~prior specific written permission~~ approval from the Lessor; provided, however, that Lessee may construct a one (1) ~~minimal number of~~ temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, ~~the all~~ temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by

Commented [PL39]: Is this lease giving CMP permission to kindle fires on Bureau land that is other than the leased premises? Consider ending sentence at “any other land of the Lessor.” And keeping the reporting requirement should they observe any fires.

Commented [EA40R39]: Lessee has no objection to the proposed change.

Commented [PL41R39]: Please review changes to paragraph.

Commented [MRS42R39]: agreed

Commented [PL43]: Who is the Lessor’s representative?

Commented [PL44R43]: David; Manager, Western Region

Commented [PL45]: Lessee can install septic system without Lessor’s approval as long as Lessee complies with federal, state, and local law. That OK with the Bureau?

Commented [EA46R45]: Lessee does not need the right to install a septic system.

Commented [PL47R45]: Please review changes. Bureau is concerned with contents of porter potties being dumped on Premises.

Commented [MRS48R45]: agreed

Commented [PL49]: Is this other than Premises?

Commented [EA50R49]: Lessee is fine with a prohibition on disposal of waste on the ...

Commented [PL51R49]: Please review ...

Commented [MRS52R49]: agreed

Commented [PL53]: How does this work ...

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Commented [PL54]: What is the differenc ...

Commented [EA55R54]: Lessee has no ...

Commented [PL56]: Do you and CMP ea ...

Commented [EA57R56]: If Lessor wants ...

Commented [PL58R56]: Do you have a ...

Commented [MRS59R56]: One (1). ...

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the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter, or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

⇒

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Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor ~~of~~ all risks, hazards, and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware ~~of~~ with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards, and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims, and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation, or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee ~~and the Lessor~~ from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

Commented [PL60]: Does this require CMP to add the Bureau as a named or additional insured? Although the lease states that "nothing in this provision, however, is intended to waive the immunity of Lessor," by obtaining liability insurance to cover damages for which the State is otherwise not liable, a Court may conclude that you have waived immunity. Delete "and the Lessor"?

Commented [EA61R60]: Lessee is fine with either approach.

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8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants, or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions, or other property of the Lessor ~~on the Premises~~, its agents, employees, or guests on the Premises.
9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall have no ownership or other interest in any of the Facilities on the Property.
10. Lease Assignment, Sublease, and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method and timing of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles, and abandoned equipment and structures, located on the Premises ~~by Lessee or its Agents~~. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty

Commented [PL62]: I did not think the Bureau pays taxes on its real property. Delete this sentence?

Commented [EA63R62]: Lessee is fine with either approach.

Commented [PL64R62]: Sentence deleted.

Commented [PL65]: Why is this in "tax proration" and not in paragraph 11? I would delete from here, and also get rid of "at any time" because that seems inconsistent with the substance of 11.

Commented [EA66R65]: Lessee is fine with these changes.

Commented [PL67R65]: Proposed language deleted.

Commented [PL68]: And timing of removal? If the Bureau does not have a say in when CMP removes facilities might the removal of facilities interfere with a planned timber harvest or recreational uses of the property?

Commented [EA69R68]: Lessee would be ok with coordinating our removal with reasonable schedule requests of Lessor.

Commented [PL70]: Lessee will not have to remove unregistered vehicles

Commented [EA71R70]: Lessee agrees to be obligated to remove all vehicles.

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days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed thirty (30) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease ~~if in the event that~~ any Lease term is found not to comply with Maine state law regarding public reserved lands. Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall

Commented [PL72]: Why ninety days? (That seems excessive.) Read this with paragraph 15. Paragraph 15 says certain liens must be discharged immediately, but, pursuant to 13(a) the lien against the Premises does not constitute a default if Lessee assures the Lessor they will have it released within 90 days. So, 13(a) seems to undercut the importance of getting a lien removed immediately. If the Lessee needs longer than getting it removed immediately, the Bureau can address that at the time. Just because something constitutes a default does not mean the Bureau has to exercise its remedies to, for example, terminate the lease.

David - For context, the Blue Heron lease (never executed) had thirty days, not ninety days.

Commented [EA73R72]: Lessee would agree to a 30 day period.

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indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest, and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause, or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June

22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other communications required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision of this Lease is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

Commented [PL74]: Is this emphasized for a reason?

Commented [EA75R74]: Lessee is not aware of a reason.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, an electronic ~~facsimile~~ signature shall be deemed an original.

Commented [PL76]: Electronic? Digital?

Commented [EA77R76]: Lessee has no objection to electronic or digital versions.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

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EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a ¾" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 0°17-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a ¾" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a ¾" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S 0°17-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a ¾" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

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EXHIBIT B
Leased Premises
(Survey Plan dated March 23, 2020)

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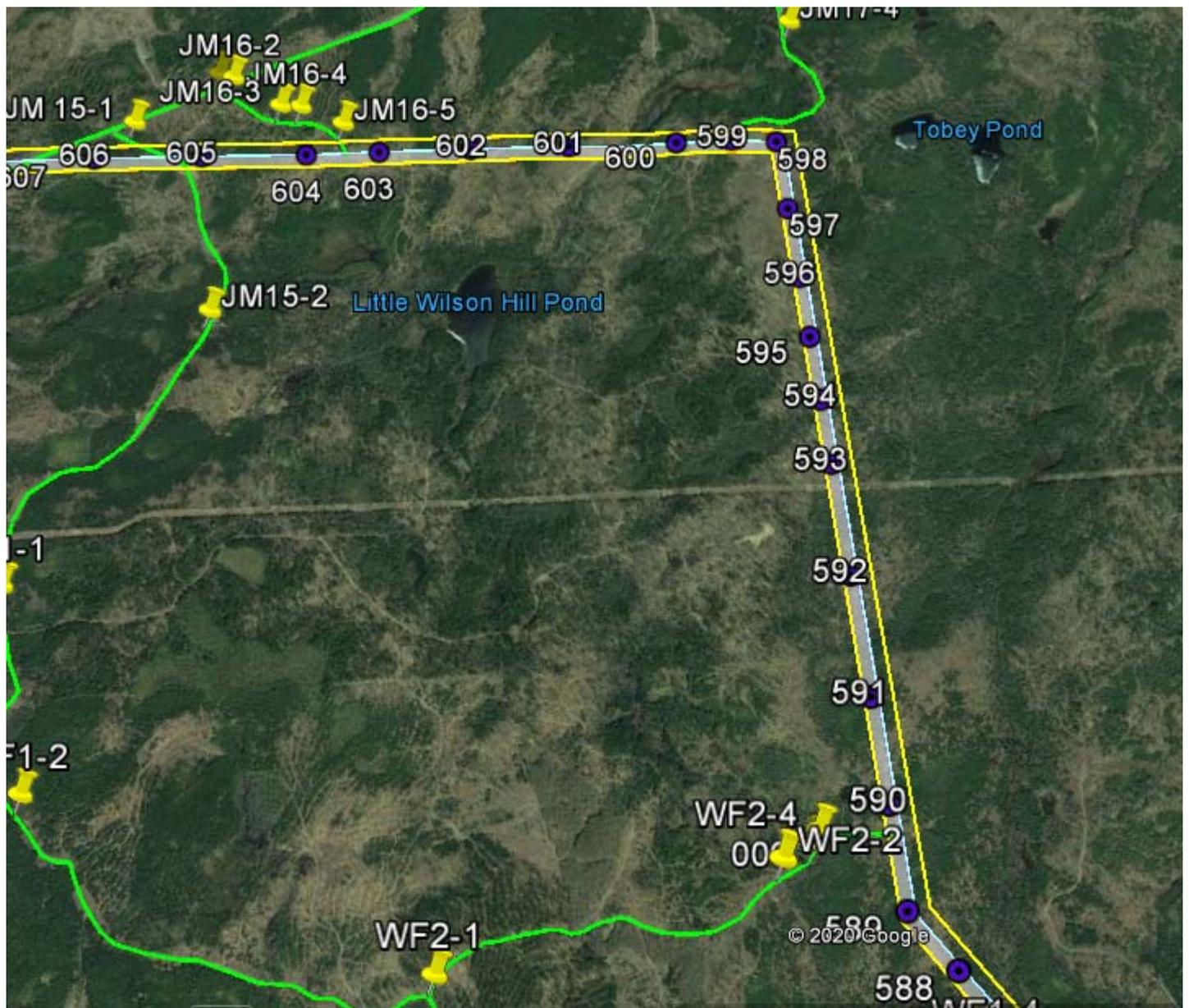
ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects

Koyanagi, Gayle

From: Desrosiers, Adam M <Adam.Desrosiers@cmpco.com>
Sent: Friday, May 15, 2020 4:50 PM
To: Dickinson, Thorn; Mirabile, Gerry J.; Sawyer, William M.
Cc: Mahoney, R. Scott
Subject: RE: lease question

Thorn, Based on the current access plan and the resource maps included in the MDEP permit we will only have **one** temporary access road on the BPL lease (from structure 598 to 590 below), that temp access road will be located in the corridor across the lease. All other access roads to access the corridor are outside the lease.



Let me know if there is any other questions.

Thanks



Adam Desrosiers
Manager – NECEC Project

83 Edison Dr Augusta, Maine 04336
Direct 207.629.0710
Internal 42-0710
Cell 207.242.9594
Fax 207.629.4729
adam.desrosiers@cmpco.com



In the interest of the environment,
please print only if necessary and recycle.

From: Dickinson, Thorn
Sent: Friday, May 15, 2020 4:31 PM
To: Mirabile, Gerry J.; Sawyer, William M.; Desrosiers, Adam M
Subject: Fwd: lease question

Do you guys know?

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Date: May 15, 2020 at 4:04:07 PM EDT
To: Dickinson, Thorn <thorn.dickinson@avangrid.com>
Cc: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Subject: lease question

Thorn,

Who can answer: how many temporary roads on the bpl lease. They want us to specify the minimum # (which will serve as the maximum #).

Thanks

Scott

- k. Lessee shall not build permanent roads on the Premises without obtaining prior written approval from the Lessor; provided, **however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring).** At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best

Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication’s most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.



R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
Avangrid, Inc.
100 North Hill Road Orange CT 06477
Cell +1 867-428-1220
scm@mahoney@avangrid.com



From: [Parker, Lauren](#)
To: [Rodrigues, David](#)
Cc: [Cutko, Andy](#); [Abello, Thomas](#)
Subject: FW: NECEC CMP/BPL Lease
Date: Wednesday, May 27, 2020 5:34:51 PM
Attachments: [img_0001.png](#)
[CMP-BPL Lease attachment - \[REDACTED\] - Exhibits \(002\)\(13743479.1\).pdf](#)
[CMP-BPL Lease attachment - \[REDACTED\] - AW Projects\(13743476.1\).pdf](#)
[CMP-BPL Lease attachment - Private Performance Standards for FVVM in ROW Project\(13743472.1\).pdf](#)
[CMP-BPL Lease attachment - Private Performance Standards for FVVM in ROW Project \(002\)\(13743467.1\).pdf](#)
[20200527CMPD.pdf](#)

David – Regarding the Bureau’s lease with CMP, the attached exhibits appear to be the correct exhibits. Agreed? Any questions regarding the survey?

Thanks,
Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, May 27, 2020 3:55 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Thanks Lauren. We will work on Exhibit C.

In the interest of getting all of the exhibits in one place, attached is Exhibit B (the survey) and what I believe to be the four performance standards that are to be attached to the Lease (these were provided by the State previously). Please confirm that these are the correct exhibits.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Wednesday, May 27, 2020 3:03 PM
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section 3 that I had flagged for review. I think it would be easiest for the Bureau if a map depicting the location of the temporary access road is attached to the lease as Exhibit C. I added language to that effect in 6(k). If you would add Exhibit C, that would be great. If you have any questions, please be in touch with Tom Abello and me.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Monday, May 18, 2020 8:32 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
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Lauren,

Good morning, hope all is well.

Please find attached the lease in review format, hopefully I have answered and resolved all of the issues on our side for you. I also attached an email with map reference for the one (1) temporary road reference in the lease. The map can be an exhibit to the lease if you want, or just reference to the temporary road allowed in the DEP permit.

Best regards and don't hesitate to email or call 207-458-1220 with any questions/comments.

Scott

R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
AVANGRID

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Friday, May 15, 2020 2:34 PM
To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: EXTERNAL: RE: NECEC CMP/BPL Lease

Scott, Eben, and Jared – Good afternoon. Thank you for your feedback last round. Attached is the latest version of the lease. I have accepted the redlined changes that I proposed last round which CMP agreed to (e.g., non-substantive clean up, or instances where I specifically identified the language I wanted removed and CMP agreed to it). Where the conversation was more conceptual, the language I propose to address concerns I raised last round appears in redline for your review. Regarding the discussion in section 3, I need to hear back from my client so that remains outstanding.

In 5.b. and 5.k., I am looking to you for information or suggested changes.

I am happy to discuss any of the outstanding issues or any other questions about this version of the lease. If it is easier to talk, the best number to reach me at is my cell, 860-916-6971.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Thursday, May 14, 2020 8:18 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
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Lauren,

Greetings, I am in house counsel for CMP and the NECEC Project. We very much appreciate your review of the new lease agreement and the Bureau's cooperation to close this important aspect of our Project. To avoid any delay on our end whatsoever, please get back to me directly if you have any further comments, concerns, or questions. I am authorized to close any remaining issues or language regarding the lease.

My email below and above and my cell phone 207-458-1220 for contact.

Stay safe and best regards

Scott



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From: [Parker, Lauren](#)
To: [Rodrigues, David](#); [Cutko, Andy](#)
Cc: [Abello, Thomas](#)
Subject: FW: NECEC CMP/BPL Lease
Date: Thursday, May 28, 2020 4:09:39 PM
Attachments: [img_1.png](#)
[New CMP lease with state of Maine 1\12078115v11.PDF](#)
[New CMP lease with state of Maine 1\12078115v11.DOCX](#)

David and Andy – As a follow-up to yesterday’s email regarding Exhibit B, any questions about Exhibit C(s)? Or those OK with the Bureau? Please let me know.

Thanks,
Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, May 28, 2020 3:26 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Lauren,

Attached is a revised clean version of the lease (word doc) and a redline (.pdf) showing my changes after accepting all of your changes.

My changes are: minor changes to 6k to correct a typo, make clear there are 3 exhibit “C”s and clarify that the road will be substantially in the location shown on the plan (there will likely be minor deviations).

I also inserted the survey as Exhibit B and added Exhibits C-1, C-2 and C-3.

Assuming these changes look good to you I think the only open item is confirmation that we have the correct versions of the performance standards to attach.

Let us know if you have questions or additional comments.

Thanks.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

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Subject: RE: NECEC CMP/BPL Lease

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Eben – I am confirming with the Bureau of Parks and Lands that the attachments are the correct exhibits (they appear to be). Will let you know as soon as I hear back.

-Lauren

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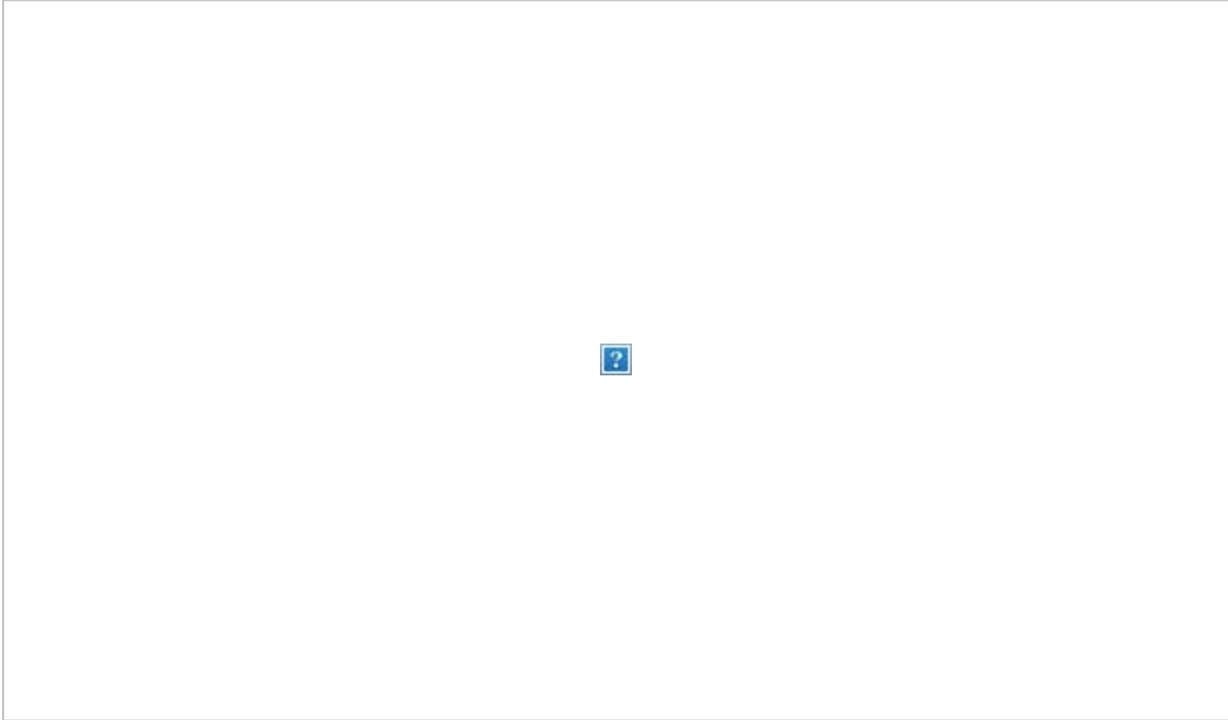
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Stay safe and best regards
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**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease (“Lease”) is made by and between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, (the “Lessor”), acting pursuant to 12 M.R.S. § 1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (the “Lessee”). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Public Reserved Lands in Somerset County, Maine described in Exhibit “A” and shown on Exhibit “B” attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is referred to as the “Property” or “Premises,” and is subject to the following terms and conditions:

1. Term:

- a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty-five (25) years, which term expires on March 31, 2045.
- b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.
- c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.
- d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$65,000.00. The first payment shall be due on the date of execution of this Lease (the “Initial Payment”) and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the “Consumer Price Index” means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated market price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity (“Facilities”), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and Facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee’s Facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232) (the “CPCN”). Lessee shall own all communication facilities and such facilities shall be for Lessee’s use in its business as a public utility and Lessee may also provide communication facilities and services consistent with the Broadband Benefit set forth in the May 3, 2019 Stipulation approved as part of the CPCN. In the event Lessee desires to provide capacity to others on Lessee’s communication facilities, Lessee shall first obtain Lessor’s written

approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall engage the agreed upon Appraiser within ninety (90) days of said agreement. Lessee shall ensure that Lessor is provided with a copy of the appraisal within ten (10) days of receiving completed appraisal. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state, and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance, and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock, or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair to the Lessor's satisfaction any damage to the road caused by Lessee at Lessee's sole cost and expense. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire Lessor's prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations, and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules, and regulations imposed upon Lessee as the owner and operator of the Facilities.
- f. Lessee shall not make any strip or waste of the Premises or of any other lands of Lessor. Vegetation clearing within the Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", and "Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW

Projects”, all dated March 26, 2012, copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor. Lessee agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or the manager of the Bureau’s Western Public Lands Office and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge on the Premises, including into any body of water, wetland, or groundwater, any untreated or partially treated sewage, wash water, black water, gray water, or slop water. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped, or buried upon the Premises or other property of Lessor. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state, and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages, and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.
- j. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the Premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior written approval from the Lessor; provided, however, that Lessee may construct one (1) temporary road to facilitate the construction of the transmission line (tree clearing, pole setting, wiring) substantially in the ~~located location~~ depicted in ~~Exhibit~~ “Exhibits “C-1”, “C-2” and “C-3” attached hereto and incorporated herein. At the time construction is completed, the temporary road shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication’s most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on

proposed roads, permanent and temporary, access points, temporary trails, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter, or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards, and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards, and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims, and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation, or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants, or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions, or other property of the Lessor, its agents, employees, or guests on the Premises.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall have no ownership or other interest in any of the Facilities on the Property.

10. Lease Assignment, Sublease, and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company (“NECEC”) without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee’s obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.

11. Lessee's Removal of Structures: Lessee must obtain Lessor’s advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method and timing of removal before any structures or improvements are removed from the Premises.

12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles, and abandoned equipment and structures, located on the Premises. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor’s prior written consent shall be considered a tenancy at sufferance.

13. Default.
 - a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general

assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed thirty (30) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease if any Lease term is found not to comply with Maine state law regarding public reserved lands. Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest, and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause, or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.
24. Notices. All notice, demands, and other communications required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of
Parks and Lands,

22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision of this Lease is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, an electronic signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Print: _____

Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a $\frac{3}{4}$ " iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N $^{\circ}17-05'29''$ W across the land of the Lessor a distance of 4702.99 feet, more or less, to a $\frac{3}{4}$ " iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N $78^{\circ}-58'-32''$ E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S $^{\circ}17-05'29''$ E across land of the Lessor a distance of 4702.81 feet, more or less, to a $\frac{3}{4}$ " iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S $78^{\circ}-56'32''$ W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT C-1
Temporary Road Location

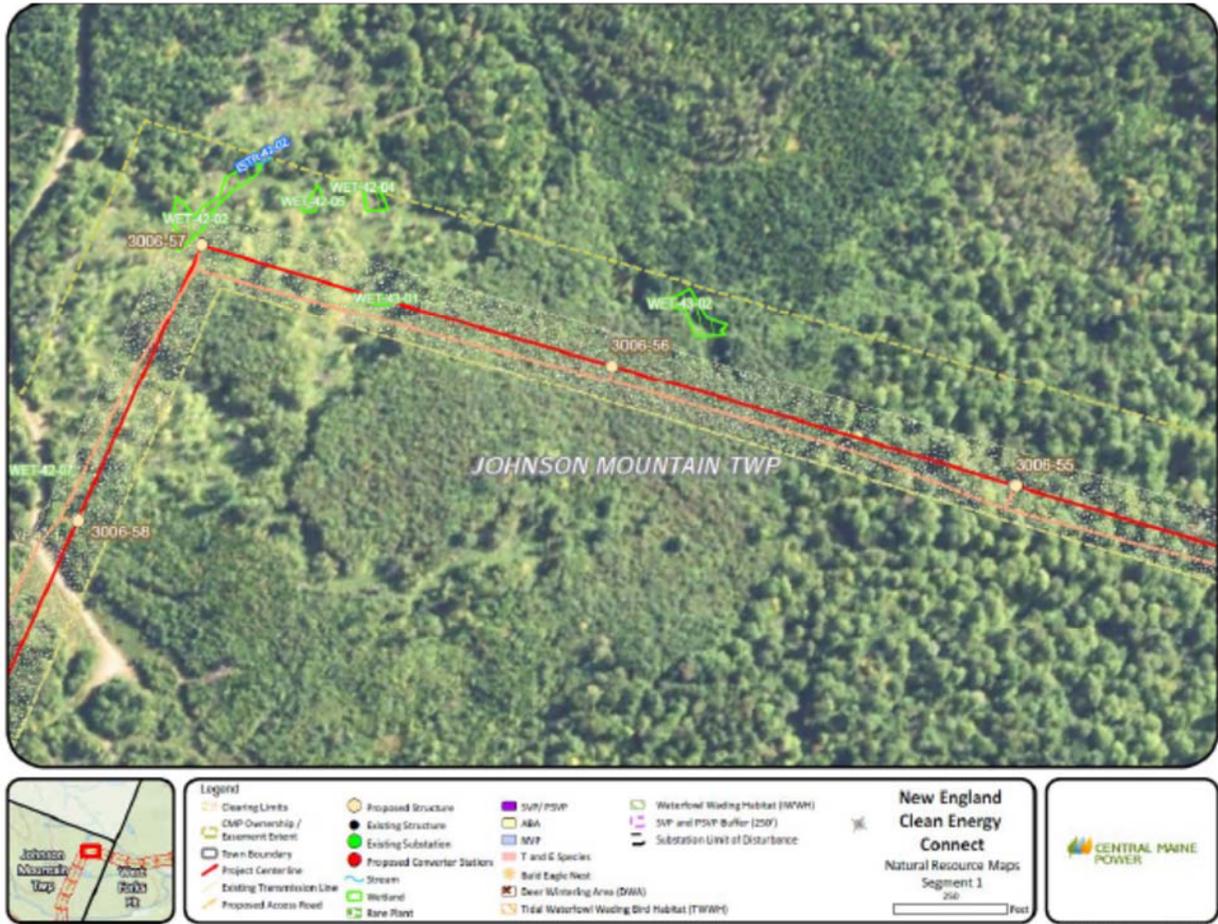
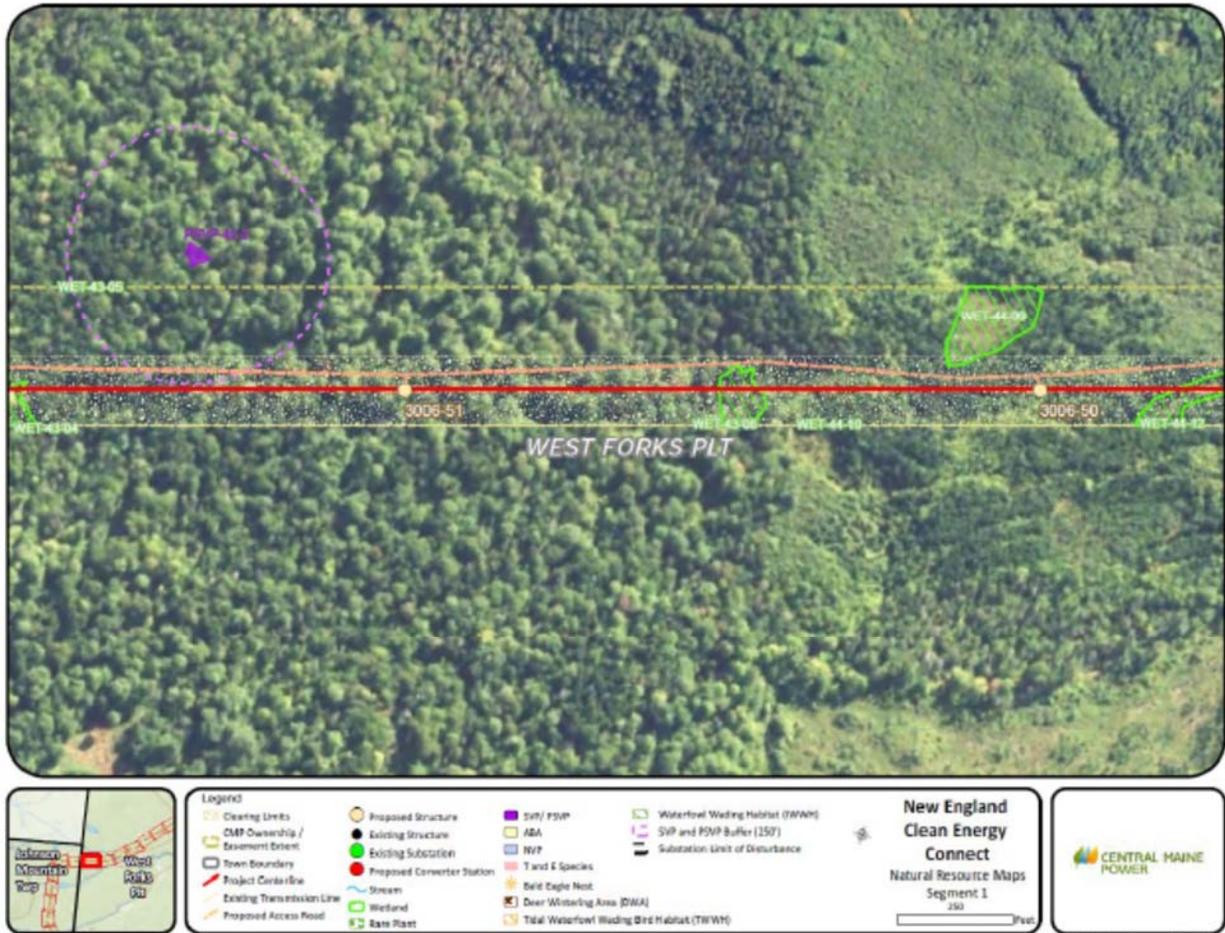


EXHIBIT C-2
Temporary Road Location



EXHIBIT C-3
Temporary Road Location



ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects

From: [Parker, Lauren](#)
To: [Rodrigues, David](#); [Cutko, Andy](#)
Cc: [Cutko, Andy](#)
Subject: FW: NECEC CMP/BPL Lease
Date: Friday, May 29, 2020 6:33:10 AM
Attachments: [image.png](#)

FYI – For context regarding Exhibits C to the lease.

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, May 28, 2020 7:29 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: NECEC CMP/BPL Lease

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Thanks Lauren. I should have indicated earlier the three plans that make up Exhibit C cover an area that is larger than the lease as we did not have an existing plan that applies just to the lease premises.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Thursday, May 28, 2020 5:47 PM
To: Eben Adams <eadams@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: NECEC CMP/BPL Lease

*****This message originated outside your organization*****

Eben – Thanks for the revised versions of the lease with Exhibits C-1, C-2, and C-3. The State is OK with your proposed changes to 6(k). The Bureau has confirmed that the performance standards you provided are the correct versions. I have forwarded the Exhibits C to the Bureau to confirm they are OK with those. No issues with Exhibit B.

I will be in touch again as soon I hear back regarding Exhibits C. Likely tomorrow.

-Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, May 28, 2020 3:26 PM

To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Lauren,

Attached is a revised clean version of the lease (word doc) and a redline (.pdf) showing my changes after accepting all of your changes.

My changes are: minor changes to 6k to correct a typo, make clear there are 3 exhibit "C"s and clarify that the road will be substantially in the location shown on the plan (there will likely be minor deviations).

I also inserted the survey as Exhibit B and added Exhibits C-1, C-2 and C-3.

Assuming these changes look good to you I think the only open item is confirmation that we have the correct versions of the performance standards to attach.

Let us know if you have questions or additional comments.

Thanks.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Thursday, May 28, 2020 8:39 AM
To: Eben Adams <eadams@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

*****This message originated outside your organization*****

Eben – I am confirming with the Bureau of Parks and Lands that the attachments are the correct exhibits (they appear to be). Will let you know as soon as I hear back.

-Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, May 27, 2020 3:55 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>

Subject: RE: NECEC CMP/BPL Lease

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Thanks Lauren. We will work on Exhibit C.

In the interest of getting all of the exhibits in one place, attached is Exhibit B (the survey) and what I believe to be the four performance standards that are to be attached to the Lease (these were provided by the State previously). Please confirm that these are the correct exhibits.

Eben

| | |
|-------------------|-----------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>

Sent: Wednesday, May 27, 2020 3:03 PM

To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>

Subject: RE: NECEC CMP/BPL Lease

*****This message originated outside your organization*****

Scott – Thanks for your patience. With the exception of 6(k), a clean version of the lease is attached. I accepted all of the proposed edits to which Avangrid agreed and all the missing oxford commas and other formatting changes. I deleted the resolved comments. The State is OK with the language in section 3 that I had flagged for review. I think it would be easiest for the Bureau if a map depicting the location of the temporary access road is attached to the lease as Exhibit C. I added language to that effect in 6(k). If you would add Exhibit C, that would be great. If you have any questions, please be in touch with Tom Abello and me.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Sent: Monday, May 18, 2020 8:32 AM

To: Parker, Lauren <Lauren.Parker@maine.gov>

Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Subject: RE: NECEC CMP/BPL Lease

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or open attachments unless you recognize the sender and know the content is safe.

Lauren,

Good morning, hope all is well.

Please find attached the lease in review format, hopefully I have answered and resolved all of the issues on our side for you. I also attached an email with map reference for the one (1) temporary road reference in the lease. The map can be an exhibit to the lease if you want, or just reference to the temporary road allowed in the DEP permit.

Best regards and don't hesitate to email or call 207-458-1220 with any questions/comments.

Scott

R. Scott Mahoney, Esq.

SVP - General Counsel & Corporate Secretary

AVANGRID

From: Parker, Lauren <Lauren.Parker@maine.gov>

Sent: Friday, May 15, 2020 2:34 PM

To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>

Subject: EXTERNAL: RE: NECEC CMP/BPL Lease

Scott, Eben, and Jared – Good afternoon. Thank you for your feedback last round. Attached is the latest version of the lease. I have accepted the redlined changes that I proposed last round which CMP agreed to (e.g., non-substantive clean up, or instances where I specifically identified the language I wanted removed and CMP agreed to it). Where the conversation was more conceptual, the language I propose to address concerns I raised last round appears in redline for your review. Regarding the discussion in section 3, I need to hear back from my client so that remains outstanding.

In 5.b. and 5.k., I am looking to you for information or suggested changes.

I am happy to discuss any of the outstanding issues or any other questions about this version of the lease. If it is easier to talk, the best number to reach me at is my cell, 860-916-6971.

Regards,

Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>

Sent: Thursday, May 14, 2020 8:18 AM

To: Parker, Lauren <Lauren.Parker@maine.gov>

Cc: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Eben Adams <eadams@PierceAtwood.com>;

Jared des Rosiers (<jdesrosiers@PierceAtwood.com>) <jdesrosiers@PierceAtwood.com>

Subject: NECEC CMP/BPL Lease

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or open attachments unless you recognize the sender and know the content is safe.

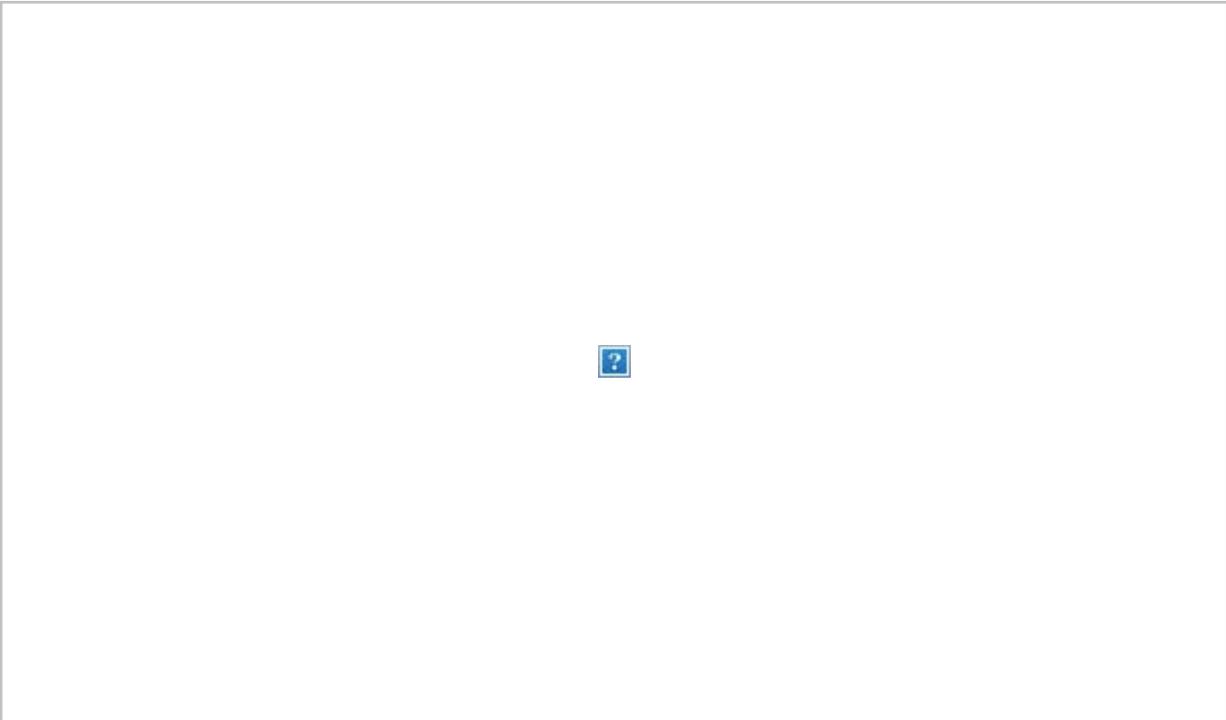
Lauren,

Greetings, I am in house counsel for CMP and the NECEC Project. We very much appreciate your review of the new lease agreement and the Bureau's cooperation to close this important aspect of our Project. To avoid any delay on our end whatsoever, please get back to me directly if you have any further comments, concerns, or questions. I am authorized to close any remaining issues or language regarding the lease.

My email below and above and my cell phone 207-458-1220 for contact.

Stay safe and best regards

Scott



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The views presented in this message are solely those of the author(s) and do not necessarily represent the opinion of Avangrid Networks, Inc. or any company of its group. Neither Avangrid Networks, Inc. nor any company of its group guarantees the integrity, security or proper receipt of this message. Likewise, neither Avangrid Networks, Inc. nor any company of its group accepts any liability whatsoever for any possible damages arising from, or in connection with, data interception, software viruses or manipulation by third parties.

=====

From: [Parker, Lauren](#)
To: [Rodrigues, David](#); [Cutko, Andy](#)
Cc: [Abello, Thomas](#)
Subject: RE: NECEC CMP/BPL Lease
Date: Friday, May 29, 2020 3:32:00 PM
Attachments: [image.png](#)

On second glance, the temporary road avoids the wetlands, and David has confirmed that Exhibits C are therefore OK.

From: Rodrigues, David <David.Rodrigues@maine.gov>
Sent: Friday, May 29, 2020 3:17 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: NECEC CMP/BPL Lease

Hi Lauren,

The proposed road goes through a few small wetlands. We would prefer to not have the road going through wetlands. Did these maps come from the DEP permit approval, can we look into amending the road location and have it go around the wetlands?

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Thursday, May 28, 2020 4:09 PM
To: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: FW: NECEC CMP/BPL Lease

David and Andy – As a follow-up to yesterday’s email regarding Exhibit B, any questions about Exhibit C(s)? Or those OK with the Bureau? Please let me know.

Thanks,
Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, May 28, 2020 3:26 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Lauren,

Attached is a revised clean version of the lease (word doc) and a redline (.pdf) showing my changes after accepting all of your changes.

My changes are: minor changes to 6k to correct a typo, make clear there are 3 exhibit "C"s and clarify that the road will be substantially in the location shown on the plan (there will likely be minor deviations).

I also inserted the survey as Exhibit B and added Exhibits C-1, C-2 and C-3.

Assuming these changes look good to you I think the only open item is confirmation that we have the correct versions of the performance standards to attach.

Let us know if you have questions or additional comments.

Thanks.

Eben

| | |
|--------------------------|------------------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Thursday, May 28, 2020 8:39 AM
To: Eben Adams <eadams@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Eben – I am confirming with the Bureau of Parks and Lands that the attachments are the correct exhibits (they appear to be). Will let you know as soon as I hear back.

-Lauren

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, May 27, 2020 3:55 PM
To: Parker, Lauren <Lauren.Parker@maine.gov>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Thanks Lauren. We will work on Exhibit C.

In the interest of getting all of the exhibits in one place, attached is Exhibit B (the survey) and what I believe to be the four performance standards that are to be attached to the Lease (these were provided by the State previously). Please confirm that these are the correct exhibits.

Eben

| | |
|--------------------------|------------------------|
| Eben Adams | |
| PIERCE ATWOOD LLP | PH 207.791.1175 |

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Wednesday, May 27, 2020 3:03 PM
To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: RE: NECEC CMP/BPL Lease

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Scott – Thanks for your patience. With the exception of 6(k), a clean version of the lease is attached. I accepted all of the proposed edits to which Avangrid agreed and all the missing oxford commas and other formatting changes. I deleted the resolved comments. The State is OK with the language in section 3 that I had flagged for review. I think it would be easiest for the Bureau if a map depicting the location of the temporary access road is attached to the lease as Exhibit C. I added language to that effect in 6(k). If you would add Exhibit C, that would be great. If you have any questions, please be in touch with Tom Abello and me.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Monday, May 18, 2020 8:32 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>; Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Subject: RE: NECEC CMP/BPL Lease

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Lauren,
Good morning, hope all is well.
Please find attached the lease in review format, hopefully I have answered and resolved all of the

issues on our side for you. I also attached an email with map reference for the one (1) temporary road reference in the lease. The map can be an exhibit to the lease if you want, or just reference to the temporary road allowed in the DEP permit.

Best regards and don't hesitate to email or call 207-458-1220 with any questions/comments.

Scott

R. Scott Mahoney, Esq.
SVP - General Counsel & Corporate Secretary
AVANGRID

From: Parker, Lauren <Lauren.Parker@maine.gov>
Sent: Friday, May 15, 2020 2:34 PM
To: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Cc: Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers <jdesrosiers@PierceAtwood.com>
Subject: EXTERNAL: RE: NECEC CMP/BPL Lease

Scott, Eben, and Jared – Good afternoon. Thank you for your feedback last round. Attached is the latest version of the lease. I have accepted the redlined changes that I proposed last round which CMP agreed to (e.g., non-substantive clean up, or instances where I specifically identified the language I wanted removed and CMP agreed to it). Where the conversation was more conceptual, the language I propose to address concerns I raised last round appears in redline for your review. Regarding the discussion in section 3, I need to hear back from my client so that remains outstanding.

In 5.b. and 5.k., I am looking to you for information or suggested changes.

I am happy to discuss any of the outstanding issues or any other questions about this version of the lease. If it is easier to talk, the best number to reach me at is my cell, 860-916-6971.

Regards,
Lauren

From: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>
Sent: Thursday, May 14, 2020 8:18 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Cc: Mahoney, R. Scott <Scott.Mahoney@avangrid.com>; Eben Adams <eadams@PierceAtwood.com>; Jared des Rosiers (<jdesrosiers@PierceAtwood.com>) <jdesrosiers@PierceAtwood.com>
Subject: NECEC CMP/BPL Lease

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Lauren,

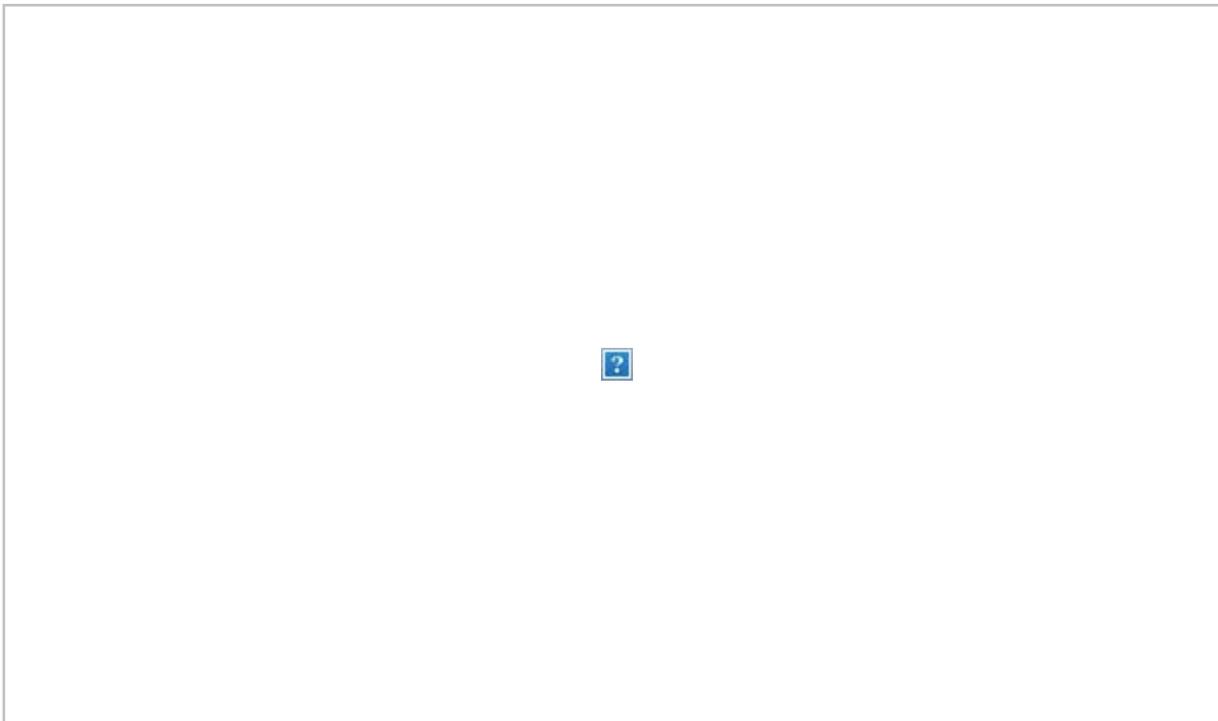
Greetings, I am in house counsel for CMP and the NECEC Project. We very much appreciate your review of the new lease agreement and the Bureau's cooperation to close this important aspect of

our Project. To avoid any delay on our end whatsoever, please get back to me directly if you have any further comments, concerns, or questions. I am authorized to close any remaining issues or language regarding the lease.

My email below and above and my cell phone 207-458-1220 for contact.

Stay safe and best regards

Scott



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